

**CITY OF AMESBURY
AND ALTERNATIVE THERAPIES GROUP, INC.**

COMMUNITY BENEFIT GIFT AGREEMENT

THIS COMMUNITY BENEFIT GIFT AGREEMENT ("AGREEMENT") is entered into this 5th day of *March* 2014 by and between Alternative Therapies Group, Inc., a Massachusetts not-for-profit corporation with a principal office address of 44 Merrimac Street, Newburyport, MA 01950 ("ATG") and the City of Amesbury, a Massachusetts municipal corporation with a principal address of 62 Friend Street, Amesbury, MA 01913 ("the City").

WHEREAS, ATG wishes to locate a Registered Marijuana Dispensary cultivation and processing facility ("RMD") in the City in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health; and

WHEREAS, ATG intends to provide certain benefits to the City in the event that it is licensed to operate an RMD cultivation and processing facility and receives all required local approvals;

NOW THEREFORE, in consideration of the provisions of this Agreement, ATG offers and the City accepts this AGREEMENT in accordance with G.L. c.44, §53A and agree as follows:

1. ATG shall pay to the City the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) annually in two installments of Twenty-Five Thousand and 00/100 (\$25,000.00) at six-month intervals commencing six (6) months from the date that ATG commences sales at its dispensing location (anticipated to be Salem, MA). ATG shall notify the City when ATG commences sales.
2. While the purpose of this gift is to assist the City in addressing any public health, safety and other effects or impacts the RMD may have on the City, the City may expend the above-referenced payments at its sole and absolute discretion.
3. The provisions of this Agreement shall be applicable as long as ATG operates a RMD cultivation and processing facility in the City; and is a non-profit organization operating within the purview of the Massachusetts Department of Public Health; provided, however, that upon the fifth anniversary of this agreement the parties shall calculate an appropriate inflation adjustment to the annual payment amount due to the City hereunder. The base month and year will be March 2014. The level of inflation will be measured with core Consumer Price Index ("CPI"), excluding food and energy.
4. ATG, in addition to any funds specified herein, shall annually contribute to public charities in the City an amount no less than Five Thousand Dollars (\$5,000.00), said charities to be determined by ATG in its reasonable discretion.

5. ATG agrees that the value of the real property of the RMD facility shall be treated as taxable and ATG shall not object to or otherwise challenge the taxability of such real property, but reserves any rights it might have with respect to the valuation of same. ATG, to the extent that it maintains its classification as a non-profit organization and/or manufacturing facility pursuant to applicable Massachusetts law shall be exempt from the payment of taxes on personal property to the same extent as similar organizations and facilities operating within the City.

6. The obligations of ATG and the City recited herein are specifically contingent upon ATG obtaining a license for operation of a RMD cultivation and processing facility in the City and ATG receipt of any and all necessary local approvals to locate, occupy, and operate a RMD cultivation and processing facility in the City.

7. ATG shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City.

8. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City nor ATG shall assign or transfer any interest in the Agreement without the written consent of the other.

9. ATG shall comply with all laws, rules, regulations and orders applicable to the RMD, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

10. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

11. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

12. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and ATG submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

13. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between ATG and the City with respect to the matters

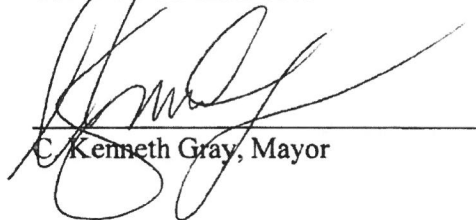
described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

14. This Agreement shall become null and void in the event that the City imposes any local license fee, registration fee, or moratorium specifically applicable to RMDs operating in the City; provided, however, that ATG shall be subject to such fees as authorized under applicable building and health codes in the same manner as other operations conducted within the City and as authorized under Massachusetts law. This Agreement shall also be null and void in the event that ATG shall not locate a RMD facility in the City or shall relocate such RMD facility out of the City. In the case of any relocation out of the City, an adjustment of funds due to the City hereunder shall be calculated based upon the period of occupation of the RMD within the City, but in no event shall the City be responsible for the return of any funds already provided to it by ATG.

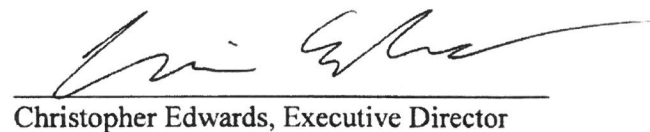
15. ATG agrees that it will not open or apply to open a medical marijuana dispensary facility in Amesbury

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF AMESBURY


C. Kenneth Gray, Mayor

ALTERNATIVE THERAPIES GROUP, INC.


Christopher Edwards, Executive Director

